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LOCAL CHURCH OF GOD IN CHRIST

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

10 CENTER OF HOPE CHRISTIAN
11 FELLOWSHIP, LOCAL, CHURCH OF GOD IN
12 CHRIST, a Domestic Non-profit Nevada
Corporation.

Plaintiff,
v.

15 WELLS FARGO BANK NEVADA, N.A., DCR
16 MORTGAGE III SUB I, LLC, a Delaware
17 Limited Liability Company, WELLS FARGO
18 FOOTMILL, INC., a California Corporation,
ACTION FORECLOSURE SERVICES, INC., a
California Corporation, and DOES 1 thru 10,
inclusive,

20 Defendants.

CASE NO: 11-cv-00173-RCJ-VPC

**ORDER GRANTING
PRELIMINARY INJUNCTION
AND COMPELLING
ARBITRATION**

Complaint Filed: February 22, 2011
Trial Date: None Set

Date: March 15, 2011
Time: 12:00 p.m.
Courtroom: 6

22 As directed by this Court's March 15, 2011 Order, counsel for Defendant DCR
23 MORTGAGE III SUB I, LLC ("DCR") has conferred with counsel for Plaintiff CENTER OF
24 HOPE CHRISTIAN FELLOWSHIP, LOCAL, CHURCH OF GOD IN CHRIST ("Plaintiff")
25 and after such consultation, submits the following Order Granting Preliminary Injunction And
26 Compelling Arbitration:

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ORDER

This Order incorporates by reference the Court's findings in its March 15, 2011 Order, and is supported by the reasons articulated in that Order. Fed. R. Civ. Proc. 52(a)(2) & 65(d)(1)(A). This Order is intended to further elaborate upon the specific terms of the Preliminary Injunction that was granted in the March 15, 2011 Order, and to describe in reasonable detail the acts restrained thereby. Fed. R. Civ. Proc. 65(d)(1)(B) and (C). Therefore, in furtherance of its March 15, 2011 Order, the Court hereby orders the following:

1. Plaintiff is granted a Preliminary Injunction against Defendants WELLS FARGO BANK, N.A., erroneously sued as WELLS FARGO BANK NEVADA, N.A., DCR MORTGAGE III SUB I, LLC, WELLS FARGO FOOTHILL, INC., ACTION FORECLOSURE SERVICES, INC., and DOES 1 thru 10, inclusive,, subject to the conditions listed below. Defendants, all their officers, agents, employees, and attorneys, and all those in active concert or participation with them, are enjoined and restrained from selling or transferring title to 1327 Pyramid Way, Sparks, NV 89431 (the "Subject Property") until said Preliminary Injunction is dissolved pursuant to one of the conditions below, or upon further order of this Court.

2. Said Preliminary Injunction is expressly conditioned upon Plaintiff's posting of bond or other security in the sum of \$90,000 with this Court no later than 5:00 p.m. on April 15, 2011. Plaintiff is also ordered to promptly serve evidence on DCR's counsel that such bond or other security has been posted. Should Plaintiff fail to comply with the April 15, 2011, 5:00 p.m. deadline, the Preliminary Injunction will be automatically dissolved by operation of law as of April 18, 2011, 12:01 a.m., without the need for a further order from this Court.

3. Upon the timely posting of the bond or other security in the amount of \$90,000 by Plaintiff, said Preliminary Injunction shall remain in effect until 5:00 p.m. on Thursday, September 15, 2011.

4. As noted in this Court's March 15, 2011 Order, the parties must submit this action to binding arbitration. Plaintiff is to initiate arbitration no later than April 15, 2011. In

1 advance of the expiration of this Preliminary Injunction, Plaintiff may file a noticed motion to
2 show good cause for why it should be extended. The motion may be heard on shortened time.
3 If necessary, Plaintiff may file an ex parte application to extend the Preliminary Injunction.

4 5. For the duration of this Preliminary Injunction, Plaintiff must resume making
5 monthly payments of \$4,635.00 to DCR's servicer beginning April 1, 2011, and continue
6 making payments on the first day of each month thereafter as is described in the original
7 promissory note. Pursuant to the promissory note, a late charge will be charged if the payment
8 is 15 days or more late. Should Plaintiff miss a payment deadline by 15 calendar days, or miss
9 2 consecutive payment deadlines DCR may make an ex parte application to the Court for an
10 order dissolving the Preliminary Injunction.

IT IS SO ORDERED.

14 | Dated: 04-01-2011

The Honorable Robert C. Jones
United States District Judge